

STADIUM OPERATIONS AGREEMENT
(LEVI'S® STADIUM)

THIS STADIUM OPERATIONS AGREEMENT (this "**Agreement**") is made as of August 18, 2014, by and between the SANTA CLARA STADIUM AUTHORITY, a joint exercise of powers entity, created through Government Code Section 6500 et seq. ("**Stadium Authority**" or "**Landlord**"), and FORTY NINERS SC STADIUM COMPANY LLC, a Delaware limited liability company ("**Tenant**"). Stadium Authority and Tenant, collectively, are sometimes referred to herein as the "**Parties**," and each of Stadium Authority and Tenant, individually, is sometimes referred to herein as a "**Party**."

RECITALS

A. Stadium Authority and Tenant entered into that Stadium Lease Agreement effective as of March 28, 2012, as amended and restated by that certain Amended and Restated Stadium Lease Agreement as of June 19, 2013 (as amended and restated, and as further amended from time to time, the "**Stadium Lease**"), whereby Tenant obtained a leasehold interest from Stadium Authority to use and occupy the Stadium for the operation of an NFL franchise, subject to, and on the basis of, the terms, covenants and conditions set forth in the Stadium Lease. Capitalized terms used herein which are not defined herein shall have the meanings provided in the Stadium Lease.

B. The Parties entered into that certain Stadium Management Agreement with Forty Niners Stadium Management Company LLC, a Delaware limited liability company ("**49ers Management Company**"), effective as of March 28, 2012 (the "**Original Stadium Management Agreement**"), whereby each of Stadium Authority and Tenant engaged 49ers Management Company to act as the Stadium Manager and to provide management services for the Stadium on its respective behalf in accordance with the Stadium Lease, including oversight of the day-to-day operations and maintenance of the Stadium. The Parties entered into that certain First Amendment to Stadium Management Agreement effective as of November 13, 2012, that certain Second Amendment to Stadium Management Agreement effective as of May 9, 2013, that certain Third Amendment to Stadium Management Agreement effective as June 19, 2013, and that certain Fourth Amendment to Stadium Management Agreement effective as of March 18, 2014. The Original Stadium Management Agreement, as so amended, and as the same may be hereafter amended or supplemented from time to time is referred to herein as the "**Initial Stadium Management Agreement**".

C. The Stadium Lease provides that this Agreement will include certain standards, procedures and protocols for the operation of the Stadium, including, but not limited to, (a) procedures for the Scheduling of Stadium Events, (b) procedures and requirements for the preparation and approval of the annual Stadium Operation and Maintenance Plan, Annual Shared Stadium Expense Budget, the Annual Stadium Capital Expenditure Plan and the Annual Statement of Stadium Operations, (c) Procurement Guidelines, and (d) reasonable rules and regulations regarding Stadium access by Suite licensees of their Suites and Premium Stadium Areas.

NOW, THEREFORE, in reliance on the foregoing and in consideration of the mutual covenants, agreements and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto and each of them do agree as follows:

AGREEMENT

1. **Stadium Manager - Operational Duties and Responsibilities.** The Stadium Lease provides that, at all times during the Lease Term, the Stadium Authority and Tenant shall employ a Stadium Manager to oversee the day-to-day operations and Maintenance of the Stadium. The Stadium Authority and Tenant have employed the 49ers Management Company as the initial Stadium Manager pursuant to the Initial Stadium Management Agreement. Subject to the limitations set forth in the Initial Stadium Management Agreement or in any subsequent Stadium Management Agreement, and except as the Stadium Authority and Tenant may otherwise agree, the Stadium Manager, or person or persons designated by the Stadium Manager, shall perform (or cause to be performed) the following services and obligations and such other services and obligations as the Stadium Authority, Tenant and the Stadium Manager agree from time to time, including in the Initial Stadium Management Agreement:

1.1 Manage and operate the Stadium and any properties or assets ancillary thereto and contract for their use in a manner that will assure that the Stadium is maintained in the Required Condition and operated as a quality multi-purpose public sports, public assembly, exhibit and entertainment facility to the standards set forth in the Stadium Operation and Maintenance Plan from time to time; provided, however, each of Tenant and the Stadium Authority acknowledges that parts of the Stadium may be in need of capital upgrades from time to time and the obligations of the Stadium Manager shall be performable only to the extent sums are available from budgeted sources or otherwise for such purposes;

1.2 Subject to all limitations and exclusions contemplated by the Major Contracts (as defined in the Initial Stadium Management Agreement), (a) establish and maintain calendars and schedules for Stadium Events and other activities at the Stadium in accordance with the Scheduling Procedures, and (b) coordinate with the GA Tenant (as defined in the GA Parking Agreement) the specific procedures and logistics attendant to the Stadium Authority's and Tenant's use of the Main Lot and other parking areas utilized by the GA Tenant in connection with Stadium Events, and, on behalf of the Stadium Authority and Tenant, enter into GA Implementation Agreements memorializing such procedures and logistics as contemplated by the GA Parking Agreement, so long as (i) such GA Implementation Agreements do not provide for the sale, transfer, encumbrance or other disposition of the Main Lot and (ii) the Stadium Authority receives written notice of any such GA Implementation Agreements at least fifteen (15) days prior to the Stadium Manager's entering into such Agreements;

1.3 Provide for the sale of food, beverages, souvenirs, novelties and programs at the Stadium through concessionaires that are selected by Tenant or, at Tenant's request, the Stadium Manager and, subject to the provisions of Section 6 below, are approved by the Stadium Authority, to the extent such matters are not within the authority of another party under a Major Contract;

1.4 Pay, or cause to be paid, on or before the dates such payments are due (or, to the extent prudent operating practices require, such later date as is consistent with such practices) all Manager Operating Expenses, any Stadium Authority Operating Expenses, and/or any Tenant Operating Expenses (to the extent so directed by Tenant) (each, as defined in the Initial Stadium Management Agreement) to the extent funds are available for those purposes as more particularly specified in the Initial Stadium Management Agreement or any subsequent Stadium Management Agreement;

1.5 Provide security for the Stadium and users of the Stadium, subject to Tenant's direction and approval as security pertains to Tenant's Exclusive Facilities or to any Tenant Events, and including, without limitation, any matters governed or addressed by NFL Rules and Regulations; and take other appropriate actions with respect to the implementation and operation of a computerized security system for the Stadium; provided, however, that Tenant or its Affiliates may assume responsibility and contract (subject, to the extent applicable, to the Small Business Outreach Plan adopted by the Stadium Authority on September 10, 2013) for the day-to-day security services for the Stadium, in which event, so long as the price charged for such security services is competitive with those obtainable from others rendering similar services, the cost of such services shall, unless the same constitute Tenant Event Expenses pursuant to the Stadium Lease, be included by the Stadium Manager in the Shared Stadium Expense Budget (or, if applicable, as an Increased Expense Proposal), subject to approval by the Stadium Authority and Tenant as and to the extent provided in Paragraph 8.5 of the Stadium Lease; and

1.6 Coordinate the use of Stadium Operations Areas by Tenant and Stadium Authority and, to the extent provided in the applicable service agreement, designate and provide office and storage space within the Stadium for use by the Concessionaires, Parking Operator or other service providers.

2. Scheduling Procedures for Booking Stadium Events.

2.1 **Planning Meeting.** Subject to the terms and conditions set forth in the Stadium Management Agreement from time to time, the Stadium Authority and Tenant will meet with the Stadium Manager to plan and coordinate, subject to the Scheduling priorities set forth in the Stadium Lease, the scheduling of Stadium Events to occur during the following Lease Year, and to discuss the Draft Budgets applicable to such Lease Year pursuant to Section 3.1 below and the Stadium Lease. Once the NFL Game schedule is available for a particular Lease Year, the Stadium Manager shall include the NFL Games in the schedule of Stadium Events in accordance with the Stadium Lease.

2.2 **Scheduling Procedures.** The Stadium Authority and Tenant will Schedule with the Stadium Manager all Stadium Events and, for Tenant, any Tenant Incidental Uses, in accordance with the priorities and other terms and conditions set forth in the Stadium Lease. The Stadium Manager shall establish and maintain at all times an official Stadium calendar system (showing all Scheduled Stadium Events) that will be accessible online by both Tenant and the Stadium Authority, and the calendaring by the Stadium Manager of any Stadium Event (including any rescheduling or other modification of such Stadium Event) in such system shall constitute, for all purposes under the Stadium Lease, Notice to both Tenant and the Stadium

Authority of the Scheduling of such Stadium Event. The Stadium Authority's use of the Stadium Audio/Video Facilities, or any of the Tenant Improvements or Tenant's Personal Property, for Stadium Authority Events, shall similarly be Scheduled with the Stadium Manager in accordance with the terms and conditions set forth in the Stadium Lease. The Stadium Manager will be responsible for establishing and maintaining the official schedule of events and other uses of the Stadium, and any Scheduling notices to be delivered by the Stadium Authority to Tenant, or vice versa, pursuant to the Stadium Lease or any other Stadium Lease Documents, shall be delivered concurrently to the Stadium Manager.

3. **Preparation and Approval of Stadium Operation and Maintenance Plan.**

3.1 **Stadium Manager.** The Stadium Manager shall be responsible for preparing, and updating from time to time, the Stadium Operation and Maintenance Plan in accordance with the terms and conditions of the Stadium Lease. The Stadium Operation and Maintenance Plan for each Lease Year shall, as more particularly described in the Stadium Lease, include (a) an annual operating budget for the Stadium for such Lease Year (the "**Stadium Operations Budget**") to meet the scope of services and objectives for the operation and maintenance of the Stadium in accordance with the Stadium Operation and Maintenance Plan, and which shall include a budget for Public Safety Costs; (b) the Annual Public Safety Budget, which shall include an annual budget for Public Safety Costs, including amortization of Public Safety Capital Expenditures, and any Public Safety Capital Expenditures to be made in such Lease Year, and (c) the Capital Expenditure Plan, all of which shall be presented annually to the Stadium Authority and Tenant for their respective consideration and approval as described in the Stadium Lease and this Agreement.

3.2 **Public Safety Capital Expenditures.**

(a) In accordance with the provisions of the Stadium Lease and this Agreement, the Stadium Authority and Tenant, in consultation with the City, shall, as part of the annual Stadium Operations Budget, adopt an Annual Public Safety Budget for each Lease Year. The Annual Public Safety Budget shall include an annual budget for Public Safety Costs, and, without limitation, shall include (i) an annual budget for Public Safety Capital Expenditures to be made in the particular Lease Year, (ii) an amortization schedule for such Public Safety Capital Expenditures over their estimated useful life(s) pursuant to GAAP, (iii) the amount of amortization, if any, allocable to the particular Lease Year that is attributable to Public Safety Capital Expenditures made in prior Lease Years, and (iv) "Tenant's Estimated Public Safety Share" of the total amount of amortization of Public Safety Capital Expenditures for such Lease Year, as described in Section 3.2(d) below.

(b) For any Public Safety Capital Expenditure approved through an Annual Public Safety Budget, the fair share of such Public Safety Capital Expenditure to be included in Public Safety Costs pursuant to Paragraph 7.5.2 of the Stadium Lease (whether funded from the Stadium Capital Expenditure Reserve or otherwise) shall, for the Lease Year in which the Public Safety Capital Expenditure is made, and for each subsequent Lease Year in accordance with the amortization schedule applicable thereto, equal the following: (1) Tenant's Public Safety Share (as defined below) applicable to the particular Lease Year, multiplied by (2) the annual amount of amortization of such Public Safety Capital Expenditure applicable to

the particular Lease Year. The amount of such amortization in a particular Lease Year shall be characterized as a Tenant Event Expense allocable to such Lease Year under the Stadium Lease, and the remaining amount of such annual amortization (*i.e.*, the Stadium Authority's Public Safety Share, as defined below) shall constitute a Non-NFL Event Expense allocable to such Lease Year under the Stadium Lease. For purposes hereof, (x) "**Tenant's Public Safety Share**" applicable to any Lease Year equals a fraction, (i) the numerator of which equals the total number of NFL Games during such Lease Year, and (ii) the denominator of which equals the total number of Stadium Events during such Lease Year for which more than 20,000 Tickets are sold or otherwise offered to the general public; and (y) the "**Stadium Authority's Public Safety Share**" applicable to any Lease Year equals a fraction, (i) the numerator of which equals the total number of Stadium Events during such Lease Year for which more than 20,000 Tickets are sold or otherwise offered to the general public, excluding NFL Games, and (ii) the denominator of which equals the total number of Stadium Events during such Lease Year for which more than 20,000 Tickets are sold or otherwise offered to the general public. The Stadium Authority and Tenant agree that, notwithstanding any provision of the Stadium Lease to the contrary, Public Safety Capital Expenditures incurred prior to the Commencement Date shall not (either directly or by amortization) be included in Public Safety Costs for the initial or any subsequent Lease Year.

(c) The Stadium Authority and Tenant may agree, as part of the Annual Public Safety Budget and Capital Expenditure Plan for a particular Lease Year, to utilize the Stadium Capital Expenditure Reserve either to fund directly, or to reimburse the City, any or all of the Public Safety Capital Expenditures (and/or the annual amortization thereof) included in the Annual Public Safety Budget. If the Stadium Capital Expenditure Reserve is so utilized to fund, or reimburse the City for, the entire cost of any Public Safety Capital Expenditure, then, for the Lease Year in which such Public Safety Capital Expenditure is made, and for each subsequent Lease Year in accordance with the amortization schedule applicable thereto as set forth in the Annual Public Safety Budget, (i) the amount of Public Safety Costs required to be reimbursed by Tenant pursuant to Paragraph 7.5.2 of the Stadium Lease shall be reduced by Tenant's Public Safety Share of the annual amortization allocable to such Public Safety Capital Expenditure, (ii) Tenant's Public Safety Share of the annual amortization allocable to all Public Safety Capital Expenditures in a particular Lease Year shall be characterized as a Tenant Event Expense allocable to such Lease Year under the Stadium Lease, and (iii) the remaining amount of such annual amortization shall be characterized as a Non-NFL Event Expense allocable to such Lease Year under the Stadium Lease. Similarly, if, for any Lease Year, the Stadium Authority and Tenant agree to utilize the Stadium Capital Expenditure Reserve to fund the annual amortization of any Public Safety Capital Expenditures (rather than the entire cost upfront) allocable to such Lease Year, then (x) the amount of Public Safety Costs required to be reimbursed by Tenant pursuant to Paragraph 7.5.2 of the Stadium Lease for such Lease Year shall be reduced by Tenant's Public Safety Share of the amount of the annual amortization funded from the Stadium Capital Expenditure Reserve, (y) Tenant's Public Safety Share of the amount of the annual amortization funded from the Stadium Capital Expenditure Reserve shall be a Tenant Event Expense allocable to such Lease Year under the Stadium Lease; and (z) the remaining amount of the annual amortization funded from the Stadium Capital Expenditure Reserve shall be characterized as a Non-NFL Event Expense allocable to such Lease Year under the Stadium Lease.

(d) The Annual Public Safety Budget for each Lease Year shall specify the estimated amount of Tenant's Public Safety Share ("**Tenant's Estimated Public Safety Share**") and the estimated amount of the Stadium Authority's Public Safety Share of the amortization of Public Safety Capital Expenditures for such Lease Year ("**Stadium Authority's Estimated Public Safety Share**"). Subject to the provisions of Section 3.2(a) above, Tenant shall, to the extent not funded from the Stadium Capital Expenditure Reserve, periodically pay Tenant's Estimated Public Safety Share of the amortization of Public Safety Capital Expenditures for each Lease Year, based on the monthly revenue requirements and as set forth in the Annual Public Safety Budget, as the Annual Public Safety Budget may be modified from time to time pursuant to the Stadium Lease.

(e) For each Lease Year, the Stadium Manager shall include in the Annual Statement of Stadium Operations the amount of each Party's Public Safety Share of the amortization of Public Safety Capital Expenditures allocable to such Lease Year and the amount by which, if any, each Party's Public Safety Share of such amortization differs from their respective Estimated Public Safety Share of such amortization for the particular Lease Year. The Stadium Manager shall also include in the Annual Statement of Stadium Operations the adjusted amount, if any, of the Tenant Event Expenses, Non-NFL Event Expenses and, accordingly, the Net Income from Non-NFL Events, for such Lease Year resulting from such difference between the Party's respective Estimated Public Safety Share (as set forth in the Annual Public Safety Budget for such Lease Year), and the actual amount of each Party's Public Safety Share (based on the actual number of Stadium Events for which more than 20,000 Tickets are sold or otherwise offered to the general public during such Lease Year). If, as a result of any such adjustment, (i) the amount actually paid by Tenant to the City for such Lease Year pursuant to Paragraph 7.5.2 of the Stadium Lease (*i.e.*, not funded from the Stadium Capital Expenditure Reserve) was less than the amount of Tenant's required reimbursement to the City of Public Safety Costs for the particular Lease Year, and (ii) as a result, the amount actually paid by the Stadium Authority to the City for Public Safety Capital Expenditures for such Lease Year (*i.e.*, not funded from the Stadium Capital Expenditure Reserve) was more than the amount of the Stadium Authority's required reimbursement to the City for the particular Lease Year, then, within thirty (30) days after the Stadium Manager's delivery of the Annual Statement of Stadium Operations, Tenant shall pay to the Stadium Authority the amount of such underpayment. Similarly, if, as a result of the year-end adjustment of Tenant Event Expenses and Non-NFL Event Expenses described above, (x) the amount actually paid by Tenant to the City for such Lease Year pursuant to Paragraph 7.5.2 of the Stadium Lease (*i.e.*, not funded from the Stadium Capital Expenditure Reserve) was more than the amount of Tenant's required reimbursement to the City of Public Safety Costs for the particular Lease Year, and (y) as a result, the amount actually paid by the Stadium Authority to the City for Public Safety Capital Expenditures for such Lease Year (*i.e.*, not funded from the Stadium Capital Expenditure Reserve) was less than the amount of the Stadium Authority's required reimbursement to the City for the particular Lease Year, then, within thirty (30) days after the Stadium Manager's delivery of the Annual Statement of Stadium Operations, the Stadium Authority shall pay to Tenant the amount of such underpayment.

4. **Procurement Guidelines.**

4.1 **Contracts for Services, Materials, Supplies and Equipment.** The Stadium Manager shall have the contracting authority on behalf of the Stadium Authority and/or Tenant to procure services relating to the operation and management of the Stadium that shall be granted by the Stadium Authority and/or Tenant as set forth in this Section 4.1 or by a separate agreement.

(a) Pursuant to the Initial Stadium Management Agreement, the following authority has been delegated to the Stadium Manager in accordance with the Santa Clara City Code Section 17.30.010(c): The Stadium Manager shall have full authority and discretion to select the providers, and to negotiate, approve, enter into and administer contracts with such providers on behalf of the Stadium Authority, for the purchase of supplies, materials and equipment, and for services, relating to the Stadium and its operations ("**Stadium Procurement Contracts**"), as and to the extent the Executive Director of the Stadium Authority ("**Executive Director**") has authority to enter into such Stadium Procurement Contracts pursuant to Applicable Laws. If, or to the extent, the Executive Director does not have authority to enter into any Stadium Procurement Contract pursuant to the SCCC, then the Stadium Manager shall have the authority to enter into such Stadium Procurement Contract on behalf of the Stadium Authority only after the Stadium Procurement Contract has been approved (or ratified, as applicable) by the Stadium Authority.

(b) All Stadium Procurement Contracts shall contain terms and conditions generally consistent with those contained in one or more standard procurement agreements ("**Standard Procurement Agreements**") approved by the Stadium Authority and Tenant from time to time. The Standard Procurement Agreements shall be modified by the Parties to reflect terms and conditions particular to the Stadium or specific Stadium Events, and otherwise from time to time as the Parties may mutually approve. If the Stadium Manager desires at any time, in furtherance of the Procurement Guidelines described in Section 4.1(a) above or otherwise, to enter into any contract on behalf of the Stadium Authority with terms or conditions that materially differ from any then approved Standard Procurement Agreement, the Stadium Manager must obtain the Executive Director's prior approval of such terms or conditions, which approval shall not be unreasonably withheld, conditioned, or delayed.

4.2 **Property.** All property and equipment purchased with Tenant and the Stadium Authority's respective funds for use in the Stadium shall be and shall remain the property of Tenant and the Stadium Authority, as applicable, and title to such property and equipment shall remain with Tenant and the Stadium Authority, as applicable. All property and equipment purchased with Stadium Manager's funds for use in the Stadium or brought to the Stadium by Stadium Manager shall be and shall remain the property of the Stadium Manager.

4.3 **Capital Improvements.** Except for the Capital Expenditures set forth in any budget prepared by the Stadium Manager under the provisions of the applicable Stadium Management Agreement and except for Emergency Expenditures (as defined below), the Stadium Manager shall have no authority to make any Capital Expenditures without (a) in the case of Capital Expenditures affecting the Tenant Improvements, the prior written consent of Tenant, and (b) in the case of any other Capital Expenditures, the prior written consent of Tenant

and the Stadium Authority. For purposes hereof, "**Emergency Expenditures**" shall mean any operating expenses to the extent not included within a Budget and not expected by the Stadium Manager, the Stadium Authority or Tenant to be incurred but which the Stadium Manager believes in good faith are necessary or prudent operating expenses in the management or operation of the Stadium, and in respect of which it would be imprudent to delay remedial action until the time needed to obtain Tenant and the Stadium Authority's prior approval for such expenditures.

4.4 **Purchase of Supplies and Services.** Subject to the limitations set forth or referenced herein or in any Stadium Management Agreement, the Stadium Manager shall have full authority and discretion as to the purchase of all equipment, materials, supplies and inventories reasonably required by it for performance of its services under this Agreement or the Stadium Management Agreement, but shall endeavor to make all such purchases at the best price available taking into account circumstances known to the Stadium Manager and considering the quantities required and the quality desired, at the time available for the delivery and the sources of supply whenever possible as part of a volume purchase by the Stadium Manager. The Stadium Manager may acquire property or services from or otherwise transact business with its Affiliates or with any current or potential business partners or sponsors of Tenant, the Team (or, if applicable, any Second Team), or the Stadium Authority, for any of the goods to be purchased or services to be performed by it under this Agreement, but only if the prices charged and services rendered are competitive with those obtainable from others rendering comparable services in the field. With respect to the purchase of goods or services, the Stadium Manager will comply with all Applicable Laws.

5. **Procedures for Stadium Access by Suite Licensees.** As provided in Paragraph 4.8.2 of the Stadium Lease, subject to the Stadium's Scheduling procedures and the Stadium Rules and Regulations regarding Stadium access to be agreed between the Stadium Authority and Tenant from time to time, Tenant may permit each licensee of a Suite to use its Suite and Premium Stadium Areas at any time on a year-round basis during the normal operating hours of the Stadium (as the same shall be reasonably determined by the Stadium Manager from time to time), provided that: (i) no Stadium Authority Event is being held anytime during (or immediately prior to or immediately following) such use of the Stadium (except that such condition shall not apply to Owners' Club Licensees, who shall have access to the Owners' Club during Stadium Authority Events), and (ii) with regard to the use of the Premium Stadium Areas, Tenant or the Suite Licensee shall pay a fee for the use of the Premium Stadium Areas established from time to time by the Stadium Manager in accordance with the Stadium Management Agreement in an amount sufficient to cover the operating costs and expenses directly resulting from such use, including a reasonable usage fee. Tenant may similarly permit current or potential business partners or sponsors of Tenant or the Team (or, if applicable, any Second Team) to use Premium Stadium Areas (and other portions of the Stadium, excluding the Stadium Authority's Exclusive Facilities) for a conference, meeting or other business purposes (subject to Applicable Laws), subject to and on the same terms of the foregoing sentence. The use of the Suites and Premium Stadium Areas by the Suite Licensees shall be governed by the terms and conditions set forth in their particular Suite License and such reasonable rules and procedures regarding Stadium access as the Stadium Manager may from time establish (collectively, the "**Access Rules**", which the Stadium Authority and Tenant hereby agree shall,

for purposes of the Stadium Lease, constitute the Stadium Rules and Regulations regarding Stadium access).

6. **Concessions.**

6.1 **Selection of Concessionaires.**

(a) Following Tenant's selection of any Concessionaire, and the negotiation of the related Concession Agreement, Tenant or, if Tenant elects, the Stadium Manager on behalf of Tenant, shall, pursuant to Paragraph 7.3.1 of the Stadium Lease, deliver the proposed Concession Agreement to the Stadium Authority for approval, which approval shall not be unreasonably withheld; provided, however, that (i) the Stadium Authority shall have no right to review or approve any Concessionaire or Concession Agreement that pertains solely to Tenant's Exclusive Concession Rights; and (ii) the Stadium Authority shall not disapprove any Concessionaire so long as the Concessionaire agrees to include in the Concession Agreement, and be bound by, the "Ethical Requirements" attached hereto as **Exhibit A**, and executes the "Affidavit of Compliance" attached hereto as **Exhibit B**, and such Concessionaire demonstrates to the Stadium Manager's satisfaction that the Concessionaire (1) has an excellent reputation in the industry with experience in merchandising and selling food, beverages, souvenirs, novelties and programs, and providing premium quality concession and catering services, at comparable arenas, stadiums and other sports entertainment facilities in the United States, (2) has the financial ability and creditworthiness necessary to perform each and all of the obligations to be performed by the Concessionaire in the Concession Agreement, and (3) shall engage on-site and off-site full-time executive leadership having the experience and reputation necessary to perform the Concessionaire's obligations at a level comparable to other NFL stadiums. Within thirty (30) days following its receipt of any Concession Agreement ("**Concessions Comment Period**"), the Stadium Authority shall provide to Tenant and the Stadium Manager comments and any proposed changes to the Concession Agreement, describing with reasonable specificity the basis for such comments and changes and, if applicable, the changes that would be necessary to resolve the Stadium Authority's objections. If the Stadium Authority does not provide any such comments or proposed changes before the end of the Concessions Comment Period, then the Concession Agreement shall be deemed approved. If the Stadium Authority and Tenant cannot agree on the terms of any Concession Agreement, then the Parties will meet and confer in a good faith effort to resolve such disagreement in accordance with the Dispute Resolution Procedures set forth in Article 27 of the Stadium Lease.

(b) Except for any Concession Agreements that pertain solely to Tenant's Exclusive Concession Rights (which shall be entered into and administered by Tenant or, at Tenant's election, the Stadium Manager on behalf of Tenant), the Stadium Manager shall, on behalf of the Stadium Authority and Tenant, enter into and be responsible for administering all Concession Agreements approved by the Stadium Authority and Tenant pursuant to Paragraph 7.3.1 of the Stadium Lease and Section 6.1(a) above. As required by any Concession Agreement, the Stadium Manager will designate and provide office and storage space within the Stadium for use by any Concessionaire.

6.2 **Limitations on Concession Agreement.** Notwithstanding any Concessions Agreement, and without limiting, and in addition to, any separate contracting

authority that may be granted to the Stadium Manager from time to time, the Stadium Authority and Tenant agree that the Stadium Manager shall have full authority and discretion to negotiate, approve, enter into and administer (or, at the discretion of the Stadium Manager, delegate to the Concessionaire the right to negotiate, approve, enter into and administer) contracts relating to the sale of Refreshments and/or Merchandise through a limited number of established local restaurants and branded franchises. Further, the Stadium Manager will give reasonable consideration to local independent restaurants interested in providing such Refreshments at the Stadium, with particular preference to restaurants located in the City of Santa Clara; provided, however, that, although the Stadium Manager shall not be required to select any particular restaurant or operator for the provision of such Refreshments, if the Stadium Manager elects not to contract with any independent restaurants located in the City of Santa Clara to provide Refreshments at the Stadium, then the Stadium Manager will meet and confer with Tenant and the Executive Director of the Stadium Authority to discuss the Stadium Manager's rationale and the consideration given to local restaurants.

7. Parking Operator.

7.1 **Generally.** Subject to the provisions of Paragraph 7.4.2 of the Stadium Lease, the Stadium Authority and Tenant may agree, from time to time, to have the Stadium Authority and Tenant employ a single third-party operator to manage and operate the Stadium Parking Areas for NFL Games and other Stadium Events (the "**Stadium Parking Operator**"). In such circumstances, following the selection of any Stadium Parking Operator, and the negotiation of the Stadium Parking Management Agreement, in accordance with provisions of Paragraph 7.4.2 of the Stadium Lease and, to the extent applicable, the SBE Outreach Plan, the Stadium Manager shall, on behalf of Tenant, deliver the proposed Stadium Parking Management Agreement to the Stadium Authority for approval, which approval shall not be unreasonably withheld; provided, however, that the Stadium Authority shall not disapprove the Stadium Parking Operator so long as the Stadium Parking Operator agrees to include in the Stadium Parking Management Agreement, and be bound by, the "Ethical Requirements " attached hereto as **Exhibit A**, and executes the "Affidavit of Compliance" attached hereto as **Exhibit B**, and such Stadium Parking Operator demonstrates to the Stadium Manager's satisfaction that the Stadium Parking Operator (1) has an excellent reputation in the industry with experience in managing and operating a parking program at comparable arenas, stadiums and other sports entertainment facilities in the United States, (2) has the financial ability and creditworthiness necessary to perform each and all of the obligations to be performed by the Stadium Parking Operator in the Stadium Parking Management Agreement, and (3) shall engage on-site and off-site full-time executive leadership having the experience and reputation necessary to perform the Stadium Parking Operator's obligations at a level comparable to other NFL stadiums. Subject to the foregoing, the Stadium Authority shall, within thirty (30) days following its receipt of any Stadium Parking Management Agreement ("**Parking Management Comment Period**"), provide to Tenant and the Stadium Manager comments and any proposed changes to the Stadium Parking Management Agreement, describing with reasonable specificity the basis for such comments and changes and, if applicable, the changes that would be necessary to resolve the Stadium Authority's objections. If the Stadium Authority does not provide any such comments or proposed changes before the end of the Parking Management Comment Period, then the Stadium Parking Management Agreement shall be deemed approved. If the Stadium Authority and Tenant cannot agree on the terms of any Stadium Parking Management Agreement, then the

Parties will meet and confer in a good faith effort to resolve such disagreement in accordance with the Dispute Resolution Procedures set forth in Article 27 of the Stadium Lease. Nothing contained in this Section shall affect either Party's respective right in the Stadium Lease to employ, rather than a single Stadium Parking Operator, a third-party operator to manage and operate the Stadium Parking Areas for Stadium Authority Events, and another third-party operator to manage and operate the Stadium Parking Areas for Tenant Events.

7.2 **Administration of Parking Management Agreement.** Following the Parties' approval of any Stadium Parking Management Agreement, the Stadium Manager shall enter into and be responsible for administering the same on behalf of the Stadium Authority and Tenant. As required by any Stadium Parking Management Agreement, the Stadium Manager will designate and provide office and storage space within the Stadium Complex and, as available, the Stadium Parking Areas, for use by the Stadium Parking Operator.

8. **Traffic Management, Security and Public Safety at Stadium Events.** The Stadium Manager, on behalf of the Stadium Authority for Stadium Authority Events, and on behalf of Tenant for Tenant Events, shall be responsible for coordinating with the City the traffic management, security and public safety at all Stadium Events in accordance with the Public Safety Plan and the TMOP. With the Draft Budget for each Lease Year, the Stadium Manager shall deliver to the Stadium Authority and Tenant, for review and comment, any proposed updates or revisions proposed by the City to the Public Safety Plan, TMOP, Stadium Rules and Regulations or other documents applicable to the traffic management, security and public safety at Stadium Events for such Lease Year ("**Public Safety Document Updates**"). The Stadium Authority shall cooperate with the Stadium Manager from time to time to facilitate planning and operations meetings among the Stadium Manager, the City's Chief of Police and other law enforcement personnel, the City's Fire Chief and other emergency services personnel as the Stadium Manager may request. During the Budget Comment Period, the Parties shall provide to the Stadium Manager comments and any proposed changes to the Public Safety Document Updates. If the Stadium Authority and/or Tenant disapprove all or any portion of the Public Safety Document Updates, then, without limiting the terms and conditions set forth in the Stadium Lease, their comments shall describe with reasonable specificity the basis for such disapproval and, if applicable, the changes that would be necessary to resolve their objections. The Stadium Manager shall attempt to reconcile any inconsistencies between the Stadium Authority and Tenant comments to the Public Safety Document Updates, meeting with each Party, individually, and, as the Stadium Manager deems necessary, collectively, as well as with the City's emergency services personnel. If the Stadium Authority and Tenant cannot agree on any Public Safety Document Updates, then the Parties will meet and confer in a good faith effort to resolve such disagreement in accordance with the Dispute Resolution Procedures.

9. **Shared Use.**

9.1 **Stadium Ticket Office.** The Stadium Manager shall, on behalf of Tenant and the Stadium Authority, staff and operate, or provide for the staffing and operation of, a Stadium Ticket Office on a full-time basis, and develop and implement plans and policies for ticket services systems; provided, however, that, unless otherwise agreed, each Party shall be required to provide its own ticketing systems and equipment for its respective Stadium Events.

9.2 **Use of Tenant's Tenant Improvements and Personal Property for Stadium Authority Events.** Paragraph 4.7.5 of the Stadium Lease provides that, during the Stadium Authority Season and for Stadium Authority Events during the Tenant Season, the Stadium Authority shall, subject to Tenant's prior written approval, which shall not be unreasonably withheld, have the right to utilize for Stadium Authority Events any Tenant Improvements or Tenant's Personal Property located outside of Tenant's Exclusive Facilities. Without limiting other grounds for withholding approval, the Parties agree that (a) it shall be reasonable for Tenant to withhold approval of the Stadium Authority's use of Tenant Improvements or Tenant's Personal Property located outside Tenant's Exclusive Facilities if Tenant is entitled to exclusive use of such Tenant Improvements or Tenant's Personal Property pursuant to the Stadium Lease, including, other than for Non-NFL Advertising Rights, Signage in connection with the sale of Advertising and Sponsorship Rights; and (b) without limiting the schedule of charges attached as Exhibit R to the Stadium Lease, it shall be reasonable for Tenant to condition its approval of the Stadium Authority's use of any of Tenant's Specialized Property (as defined below) upon payment of a reasonable fee therefor to be established by Tenant from time to time. For purposes hereof, "**Tenant's Specialized Property**" means any Tenant Improvements or Tenant's Personal Property that are proprietary or specialized equipment or systems installed or used by or on behalf of Tenant or any Tenant Parties, including, without limitation, security systems and equipment, such as magnetometers or other security scanners, floor covering, distributed antennae systems and other telecommunications systems or equipment, etc. Tenant shall not unreasonably delay approving or disapproving any request made by (or on behalf of) the Stadium Authority for the use of any such Tenant Improvements or Tenant's Personal Property for Stadium Authority Events.

9.3 **Stadium Operations Areas.** The Stadium Manager, on behalf of Tenant and the Stadium Authority, shall allocate the use of the Stadium Operations Areas, including storage areas for maintenance equipment, groundskeeping equipment and other types of Stadium equipment, as may be reasonably necessary to facilitate the Parties' respective uses of the Stadium Complex.

10. **Exclusive Stadium Access Period – Rules and Procedures.** Without limiting Tenant's exclusive rights set forth in the Stadium Lease to utilize the Required NFL Security Area and Facilities during the Exclusive Game Day Period for NFL Games, the Stadium Manager shall also have the right, for any Non-NFL Event or Civic Event for which the Stadium Manager reasonably expects attendance to exceed twenty thousand (20,000), and for any other Non-NFL Event or Civic Event approved in advance by the Santa Clara Police Chief, to utilize the Required NFL Security Area and Facilities (or portions thereof) during the Exclusive Stadium Access Period (as defined below) on an exclusive basis for purposes of securing the Stadium Complex and for such other purposes as the Stadium Manager deems reasonably necessary from time to time for the exhibition and hosting of such Stadium Events in the Stadium Complex. For purposes hereof, the "**Exclusive Stadium Access Period**" means, (a) the period of time beginning forty-eight (48) hours prior to the scheduled start time of the particular Non-NFL or Civic Event, and ending twenty-four (24) hours following the completion of such Stadium Event; and (b) any time, and from time to time, during the Lease Term that the Stadium Manager determines is necessary or appropriate for purposes of securing the Stadium Complex, or portions thereof, in accordance with NFL Rules and Regulations or other "best practices" used by the operators of Comparable Facilities; provided, however, that if multiple Stadium Events

are Scheduled to occur during any seventy-two (72) hour period, then the Stadium Manager shall be responsible for coordinating the timing of the Parties' respective rights to the Required NFL Security Area and Facilities, including, as may be necessary, by reducing the Exclusive Game Day Period or Exclusive Stadium Access Period, as applicable, for a particular Stadium Event, so long as each Party shall in all cases have sufficient time to prepare for the Stadium Event and complete all post-Stadium Event clean-up and other protocols. Without limiting the foregoing, the Stadium Manager shall have the right to impose reasonable conditions and restrictions on access to the Stadium Complex during the Exclusive Stadium Access Period, including the right to restrict the use of any parking spaces located within the Required NFL Security Area and Facilities for NFL Games to personnel designated and credentialed by the Stadium Manager, such as security, emergency and other Command Center personnel. In addition, so long as such changes are consistent with NFL Rules and Regulations, the Stadium Manager may, in consultation with the Stadium Authority and Tenant, modify the Required NFL Security Area and Facilities from time to time for purposes of improving the security of the Stadium in accordance with the recommendations of law enforcement or other security personnel or with other "best practices" used by the operators of Comparable Facilities.

11. **Utilities.** As provided in Paragraph 7.7 of the Stadium Lease, (a) Tenant shall, at its sole cost and expense, pay all charges for Utilities used or consumed in or on the Premises during the Tenant Season (exclusive of any Utilities used or consumed in the Stadium Authority's Exclusive Facilities and exclusive of any Utilities relating to Stadium Authority Events occurring during the Tenant Season, the cost of which shall be paid by the Stadium Authority); and (b) the Stadium Authority shall, at its sole cost and expense, pay all charges for Utilities used or consumed in or on the Premises during the Stadium Authority Season (exclusive of any Utilities used or consumed in Tenant's Exclusive Facilities and exclusive of any Utilities relating to Tenant Events occurring during the Stadium Authority Season, the cost of which shall be paid by Tenant). For Stadium Events, the Stadium Manager shall cause the chilled and heated water meters to be read before and after each Stadium Event. If any Utilities are not separately metered to the Parties' Exclusive Facilities or are otherwise not determinable for any particular Stadium Event, then the Parties shall cooperate with the Stadium Manager to allocate the cost of such Utilities to Stadium Authority and Tenant based upon a reasonable estimate of the amount of Utilities used or consumed in their respective Exclusive Facilities or, as the case may be, based on the average amount of Utilities consumed for a comparable Stadium Event.

12. **Insurance.** The Stadium Authority and Tenant agree that, during such time as the Stadium Manager is Forty Niners Stadium Management Company LLC (and at such other times as the Stadium Authority and Tenant may agree), the Stadium Manager shall have the primary right and responsibility, on behalf of the Stadium Authority and Tenant, to procure the insurance required to be carried by the Stadium Authority and Tenant pursuant to the Ground Lease, the Stadium Lease and other Stadium Lease Documents, and any other agreements entered into by the Stadium Authority or Tenant in connection with the Stadium, including, without limitation, Concession Agreements, the Stadium Parking Management Agreement, Stadium Parking Agreements, and any agreements with the City pertaining to Public Safety.

13. **Annual SBL Cutoff Date.** As provided in Paragraph 4.6.1 of the Stadium Lease, Tenant agrees that, in the marketing and sale of Tickets to NFL Games, Tenant will offer such Tickets to the SBL Holders, as and to the extent provided in their respective SBL Agreement.

However, the Stadium Authority and Tenant agree that, with respect to any seats in the Stadium not subject to a binding SBL Agreement as of May 31 of any calendar year, Tenant shall have the unencumbered right to sell Tickets for such seats for the immediately following NFL Season, and any SBL Agreement applicable to such seats entered into after May 31 of any calendar year shall be effective only for Non-NFL Events and, unless the Parties otherwise agree, subsequent NFL Seasons.

14. **Stadium Naming Rights.** At such time as the Stadium Authority shall market and sell the Stadium Naming Rights, the Stadium Authority and Tenant shall cooperate to ensure that the rights granted to the Stadium Naming Rights Sponsor do not conflict with any of the exclusive rights granted by the Stadium Authority to Tenant pursuant to the Stadium Lease Documents, including Stadium Components Sponsorship Rights, Advertising and Sponsorship Rights and Telecommunications Rights.

15. **Miscellaneous.**

15.1 **Recitals; Exhibits.** The Recitals above and **Exhibit A** (Ethical Requirements) and **Exhibit B** (Affidavit of Compliance) are attached and incorporated into this Agreement.

15.2 **Stadium Authority Approval.** Whenever this Agreement calls for Stadium Authority approval, consent, or waiver, the written approval, consent, or waiver of the Executive Director, or his or her designee, shall constitute the approval, consent, or waiver of the Stadium Authority, without further authorization required from the Board of the Stadium Authority. The Stadium Authority shall authorize the Executive Director, or his or her designee, in this Agreement to deliver such approvals or consents as are required by this Agreement, or to waive requirements under this Agreement, on behalf of the Stadium Authority.

15.3 **Entire Agreement.** This Agreement, together with the other Stadium Lease Documents, represents the entire agreement among the Parties with respect to the matters set forth herein and supersedes all prior negotiations, representations or agreements, written or oral, pertaining to the subject matter of this Agreement.

15.4 **Amendments.** No modification or amendment of this Agreement or of any of its conditions or provisions shall be binding upon a Party unless in writing signed by that Party.

15.5 **Choice of Law.** This Agreement shall be governed by and interpreted in accordance with the internal laws of the State of California, without giving effect to conflict of laws provisions.

15.6 **Severability; Interpretation.** Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under Applicable Law. If, however, any provision of this Agreement, or portion thereof, is prohibited by law or found invalid under any law, such provision or portion thereof only shall be ineffective without in any manner invalidating or affecting the remaining provisions of this Agreement or the valid portion of such provision, which provisions are deemed severable.

15.7 **No Implied Waivers.** No waiver by a Party of any term, obligation, condition or provision of this Agreement shall be deemed to have been made, whether due to any course of conduct, continuance or repetition of non-compliance, or otherwise, unless such waiver is expressed in writing and signed and delivered by the Party granting the waiver, nor shall any forbearance by either Party to seek a remedy for any breach by the other Party be a waiver by such party of any rights or remedies with respect to such or any subsequent breach. No express waiver shall affect any term, obligation, condition or provision other than the one specified in such waiver and that one only for the time and in the manner specifically stated.

15.8 **Successors and Assigns.** Each Party binds itself and its successors and authorized assigns to the other and to the successors and authorized assigns of the other Party with respect to all covenants of this Agreement.

15.9 **Interpretations.** All personal pronouns used in this Agreement, whether used in the masculine, feminine or neuter gender, shall include all other genders; and the singular shall include the plural and vice versa. Any accounting term used in this Agreement shall have, unless otherwise specifically provided herein, the meaning customarily given in accordance with generally accepted accounting principles, and all financial computations hereunder shall be computed, unless otherwise specifically provided herein, in accordance with generally accepted accounting principles. The captions and headings in this Agreement are only for convenience and do not define, limit or describe the scope or intent of any of the provisions of this Agreement. The use herein of the word "including," when following any general statement, term or matter, shall not be construed to limit such statement, term or matter to the specific items or matters set forth immediately following such word or to similar items or matters, whether or not nonlimiting language (such words as "without limitation," or "but not limited to," or words of similar import) is used with reference thereto, but rather shall be deemed to refer to all other items or matters that could reasonably fall within the broadest possible scope of such general statement, term or matter. The Parties agree that they have been represented by counsel during the negotiation, drafting, preparation and execution of this Agreement and, therefore, waive the application of any law or rule of construction providing that ambiguities in a contract or other document will be construed against the party drafting such contract or document.

15.10 **Notices.** All notices, demands, certificates or other communications under this Agreement shall be given in writing at the address set forth below or at such other address as such party shall designate by written notice to the other party and may be (a) sent by registered or certified U.S. Mail with return receipt requested, (b) delivered personally (including delivery by private courier services) or (c) sent by facsimile (with confirmation of such notice) to the Party entitled thereto. Such notices shall be deemed to be duly given or made (i) three (3) Business Days after posting if mailed as provided, (ii) when delivered by hand unless such day is not a Business Day, in which case such delivery shall be deemed to be made as of the next succeeding Business Day or (iii) in the case of facsimile (with confirmation of such notice), when sent, so long as it was received during normal Business Hours of the receiving Party on a Business Day and otherwise such delivery shall be deemed to be made as of the next succeeding Business Day. Addresses for delivery of notices are as follows:

To Stadium Authority:

Santa Clara Stadium Authority
1500 Warburton Avenue
Santa Clara, CA 95050
Attention: Julio J. Fuentes, Executive Director
Facsimile: (408) 241-6771

with copies to:

Santa Clara Stadium Authority
1500 Warburton Avenue
Santa Clara, CA 95050
Attention: Richard E. Nosky, Jr., Stadium Authority Counsel
Facsimile: (408) 241-6771

To Tenant:

Forty Niners SC Stadium Company LLC
4949 Marie P. DeBartolo Way
Santa Clara, CA 95054
Attention: General Counsel
Facsimile: (408) 492-1749

with copies to:

Forty Niners SC Stadium Company LLC
4949 Marie P. DeBartolo Way
Santa Clara, CA 95054
Attention: Cipora Herman, CFO
Facsimile: (408) 727-4937

and

Coblentz, Patch, Duffy & Bass LLP
One Ferry Building, Suite 200
San Francisco, CA 94111
Attention: Harry O'Brien
Facsimile: (415) 989-1663

15.11 **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, and all of which shall constitute one and the same fully executed agreement. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or email transmission shall be effective as delivery of a manually executed counterpart of this Agreement.

[SIGNATURES FOLLOW ON NEXT PAGE]

IN WITNESS WHEREOF, the Parties have caused this Stadium Operations Agreement to be executed by their duly appointed representatives as of the date first above written.


STADIUM AUTHORITY:

**SANTA CLARA STADIUM AUTHORITY,
a joint exercise of powers entity,
created through Government Code Sections 6500 *et seq.***

APPROVED AS TO FORM:




RICHARD E. NOSKY, JR.
Stadium Authority Counsel



JULIO J. FUENTES
Executive Director

ATTEST:


1500 Warburton Avenue
Santa Clara, CA 95050
Telephone: (408) 615-2210
Facsimile: (408) 241-6771



for ROD DIRIDON, JR.
Secretary

STADCO:

**FORTY NINERS SC STADIUM COMPANY LLC,
a Delaware limited liability company**

By: 

Name: Cipora Herman
Title: Chief Financial Officer

4949 Marie P. DeBartolo Way
Santa Clara, CA 95054
Telephone: (408) 562-4949
Fax Number: (408) 727-4937

Exhibit A

Ethical Requirements

Any Concession Agreement or Stadium Parking Management Agreement may be terminated by Tenant, the Stadium Authority, or the Stadium Manager on their behalf, in the event any one or more of the following occurs:

1. If the Concessionaire¹ or Stadium Parking Operator¹ (as the case may be, the **Stadium Vendor**"), does any of the following:
 - 1.1 Is convicted of operating a business in violation of any Legal Requirements;
 - 1.2 Is convicted² of a crime punishable as a felony involving dishonesty³;
 - 1.3 Is convicted of an offense involving dishonesty or is convicted of fraud or a criminal offense in connection with: (1) obtaining; (2) attempting to obtain; or, (3) performing a commercial contract or subcontract;
 - 1.4 Is convicted of any offense which indicates a lack of business integrity or business honesty which seriously and directly affects the present responsibility of the Stadium Vendor; and/or,
 - 1.5 Made (or makes) any false statement(s) or representation(s) with respect to the Concession Agreement or Stadium Parking Management Agreement, as applicable.
2. If fraudulent, criminal or other seriously improper conduct of any officer, director, shareholder, partner, employee or other individual associated with the Stadium

¹ For purposes of this Exhibit A, "Concessionaire" or "Stadium Parking Operator" means the person or entity with which Tenant, the Stadium Authority or the Stadium Manager, as the case may be, contracts for services ("**Contracting Entity**"), and any person who controls or who has the power to control the Contracting Entity, or a primary corporate stockholder (*i.e.*, a person who owns more than ten percent (10%) of the outstanding stock (or membership interests, as the case may be) of the Contracting Entity), and who is active in the day to day operations of the Contracting Entity.

² For purposes of this Agreement, the words "convicted" or "conviction" mean a judgment or conviction of a criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, and includes a conviction entered upon a plea of nolo contendere within the past five (5) years.

³ As used herein, "dishonesty" includes, but is not limited to, embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, failure to pay tax obligations, receiving stolen property, collusion or conspiracy.

Vendor can be imputed to the Stadium Vendor when the conduct occurred in connection with the individual's performance of duties for or on behalf of the Stadium Vendor, with the Stadium Vendor's knowledge, approval or acquiescence, the Stadium Vendor's acceptance of the benefits derived from the conduct shall be evidence of such knowledge, approval or acquiescence.

EXHIBIT B

Affidavit of Compliance with Ethical Requirements

I, _____, hereby state that I am [title] of _____ and that I have read and understand the language, entitled "Ethical Requirements" set forth as an Exhibit to this Agreement ("**Ethical Requirements**"). I have the authority to make these representations on my own behalf or on behalf of the legal entity identified herein. I have examined appropriate business records, and I have made appropriate inquiry of those individuals potentially included within the definition of ["Concessionaire" / "Stadium Parking Operator"] contained in the Ethical Requirements at footnote 1.

Based on my review of the appropriate documents and my good-faith review of the necessary inquiry responses, I hereby state that neither the business entity nor any individual(s) included in the definition of ["Concessionaire" / "Stadium Parking Operator"] in the Ethical Requirements has been convicted of any one or more of the crimes identified in the Ethical Requirements within the past five (5) years.

The above assertions are true and correct and are made under penalty of perjury under the laws of the State of California.

[CONCESSIONAIRE / STADIUM PARKING OPERATOR]

a [_____] [company] [corporation]

By: _____

Name: _____

Title: _____

Address: _____

Telephone Number: _____